

**REQUEST FOR PROPOSAL  
FOR THE  
GeorgiaCares Program**



**RFP # 2014-01**

**For all questions related to this RFP contact:**

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***Coastal Regional Commission Area Agency on Aging***  
***REQUEST FOR PROPOSAL (RFP) Fiscal Years 2014-2015***  
***RFP#2014-01 GeorgiaCares Program***

**Request for Proposal**  
**Table of Contents**  
**SFY'2014-2015**

- 1. INTRODUCTION**
  - a) Purpose of Procurement Process
  - b) Vision, Mission, and Values
  - c) Overview of the RFP Process
  - d) Schedule of Events
  - e) Restrictions on Communication with Staff
  - f) Definition of Terms
  - g) Contract Terms
- 2. MANDATORY REQUIREMENTS**
  - a) Offeror's Qualification Requirements
  - b) Business Requirements
  - c) Mandatory Submission Requirements
  - d) Budget Requirements
- 3. TECHNICAL PROPOSAL**
  - a) Company Structure
  - b) Experience
  - c) Financial Stability and Cash Flow
  - d) Business Litigation
  - e) Scope of Services
- 4. BUDGET PROPOSAL**
  - a) Budget Narrative
  - b) Revenue Plan and Units/Persons/Cost Chart
  - c) Uniform Cost Methodology Spreadsheet
  - d) Budget Evaluation
- 5. PROPOSAL SUBMISSION**
  - a) Packaging of Proposals
  - b) Number of Proposal Copies
  - c) Submission of Proposal
    1. Issuing Office
    2. Rejection of Proposals
    3. Questions and Inquiries
    4. Response Date
    5. Revisions to Request for Proposals
    6. Submitted Proposals
    7. Acceptance of Proposal Content

***Coastal Regional Commission Area Agency on Aging  
REQUEST FOR PROPOSAL (RFP) Fiscal Years 2014-2015  
RFP#2014-01 GeorgiaCares Program***

**6. ASSURANCES**

- a) Letter of Transmittal/Standard Assurances

**7. TERMS AND CONDITIONS**

- a) RFP Amendments
- b) Proposal Withdrawal
- c) Cost for Preparing Proposal
- d) Contract
- e) Conflict of Interest
- f) Minority Business Policy
- g) Reciprocal Preference Law O.C.G.A50-5-60(b)

**8. EVALUATION PROCESS**

- a) Administrative Review
- b) Technical Proposal Evaluation
- c) Budget Proposal Evaluation
- d) Identification of Apparent Successful Offeror
- e) Rejection of Proposals/Cancellation of RFP

**9. APPENDIX**

- a) SMART Goals and Objectives Form
- b) Standard Assurances Form
- c) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form
- d) Certification Regarding Lobbying Form
- e) Health Insurance Portability and Accountability Business Associate Agreement
- f) Revenue Plan and Units/Persons/Cost Chart
- g) Division of Aging Services - Service Definitions
- h) Division of Aging Services - Fund Sources
- i) Uniform Cost Methodology Manual and Spreadsheet

***Coastal Regional Commission Area Agency on Aging  
REQUEST FOR PROPOSAL (RFP) Fiscal Years 2014-2015  
RFP#2014-01 GeorgiaCares Program***

**1.0 INTRODUCTION**

**a) *Purpose of Procurement Process***

Through this Request for Proposal (RFP), the Coastal Regional Commission (CRC), in its capacity as the Area Agency on Aging (AAA), is soliciting proposals from potential Offerors interested in operating aging programs in the following counties: Bryan, Bulloch, Camden, Chatham, Effingham, Glynn, Liberty, Long, and McIntosh from August 15, 2013 to June 30, 2015. Offerors must complete this RFP to be considered. CRC has the right to reject any and all proposals. If there is more than one qualified provider, contracts will be awarded based on a review and evaluation process by CRC. Selected providers will become a part of the service delivery system detailed in AAA's State Fiscal Year 2014-2015 Area Plan.

The Georgia Department of Human Services, Division of Aging Services has designated CRC as the Area Agency on Aging for the nine county Coastal region. As such, CRC receives funds through the Older Americans Act (Title III B, C1, C2, & E, and Title VII); the Social Services Block Grant (SSBG); the Community Care Services Program (CCSP); the State of Georgia for the Long Term Care Ombudsman Program (LTCO), the Community Based Services (CBS) Program (a cost share program), Income Tax Check-off, Alzheimer's Grants, and the Georgia Caregiver Resource Center; and, other fund sources to ensure that a comprehensive and coordinated service delivery system for older persons and their caregivers is available. CRC has the responsibility for developing an Area Plan for aging services and programs which describes this service delivery system in detail and the impact the Area Plan has on older residents in the planning and service area. The Area Plan is implemented through contracts negotiated with providers to implement services for the benefit of older residents and their families/caregivers in the Coastal region. For more information related to the Older Americans Act go to: [http://www.aoa.gov/AoARoot/AoA\\_Programs/OAA/index.aspx](http://www.aoa.gov/AoARoot/AoA_Programs/OAA/index.aspx).

The aging programs solicited through this RFP shall be operated to assist older adults to achieve healthy, independent, and self-sufficient lives to the extent possible and to provide information and support to their family caregivers. This will be accomplished by providing a coordinated system of community services so older persons may remain independent as long as possible. Providers are to design a client focused program with a commitment to continuous improvement in the quality of services based on the outcome measures and standards as detailed for each program and service.

**b) *Vision and Mission***

***Vision*** - "All seniors, persons with disabilities, and family caregivers residing in Coastal Georgia will have access to information and services that promote physical health, mental well-being and options for living that ensure personal dignity and individual choice."

**Coastal Regional Commission Area Agency on Aging**  
**REQUEST FOR PROPOSAL (RFP) Fiscal Years 2014-2015**  
**RFP#2014-01 GeorgiaCares Program**

**Mission** - “The mission of the Coastal Georgia Area Agency on Aging is to foster the development and implementation of a comprehensive, coordinated system of services to promote the independence and continued well-being of coastal area older adults and those with disabilities, and to provide these individuals and their caregivers with information and access to these services.”

**Values**

- **Respect** for seniors, persons with disabilities, caregivers, and our partners who serve them.
- **Creativity and a will to succeed** among our staff and our partners to capitalize on the unique qualities of our region.
- **Integrity and responsiveness** in our relationships with consumers and providers to ensure quality services are delivered timely, appropriately and in a cost-effective manner.
- **Innovation** to create opportunities that maximize the strengths, talents, knowledge and resources of our region’s older residents as they age positively.
- **Accountability** to our consumers, service network of providers, and the Aging Services leadership in Georgia.

- c) ***Overview of the RFP Process*** - The objective of this RFP is to select one (or more) qualified Offerors (as defined by Section - “Purpose of Procurement”) to provide the services as outlined in the RFP to the Coastal Area Agency on Aging. This RFP process will be conducted to gather and evaluate responses from Offerors for potential award. All qualified Offerors are invited to participate by submitting responses, as further defined below. After evaluation all Offerors responses received prior to the closing date of this RFP and following negotiations (if any) and resolution of any contract exceptions, the preliminary results of the RFP process will be publicly announced, including the names of all participating Offerors and evaluation results.
- d) ***Schedule of Events*** –This schedule of events set out herein represents the Coastal Area Agency’s best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the RFP will be publicly posted prior to the closing date of this RFP. After the close of the RFP, the Coastal Area Agency reserves the right to adjust the remainder of the proposed dates, including the dates of evaluation, negotiations, award and the contract term on an as needed basis with or without notice.

**Event**

Release of RFP  
Deadline for written questions

**Dates**

June 28, 2013  
July 12, 2013

**Coastal Regional Commission Area Agency on Aging**  
**REQUEST FOR PROPOSAL (RFP) Fiscal Years 2014-2015**  
**RFP#2014-01 GeorgiaCares Program**

*All questions should be submitted in writing via e-mail to Aging Services Director ([dlovett@crc.ga.gov](mailto:dlovett@crc.ga.gov)) and Subject Line must read: **RFP QUESTION***

Answers to written questions posted	July 22, 2013
Proposals due	August 2, 2013
Contract award (on or about)	August 7, 2013
Contractor begins work (on or about)	August 12, 2013

**e) *Restrictions on Communication with Staff***

From the issue date of this RFP until a contractor is selected and the selection is announced, Offerors are not allowed to communicate for any reason with any AAA staff, except through the Issuing Officer named herein, or during the Offeror's conference, or as provided by existing work agreement (s). The AAA reserves the right to reject the proposal of any Offeror violating this provision. All questions concerning this RFP must be submitted in writing by email to the Issuing Officer. No questions will be accepted except in written format. Only written responses will be binding upon the AAA.

**f) *Definition of Terms***

Administration on Aging (AoA): the federal agency within the U.S. Department of Health and Human Services responsible for the implementation of all services, programs, and provisions as outlined in the Older Americans Act and its amendments.

Area Agency on Aging (AAA): the regional entity designated by the Georgia Department of Human Services Division of Aging Services to carry out services and programs under their contracts and agreements with the U.S. Administration on Aging. The Coastal Georgia Region is comprised of the following nine counties: Bryan, Bulloch, Camden, Chatham, Effingham, Glynn, Liberty, Long, and McIntosh.

Notice of Award: Official written communication from the Coastal AAA to the successful bidder(s) for the provision of one or more services. Notification will be made on or about August 7, 2013.

Service Area: All the land area within the incorporated boundaries of any given county in the Coastal Georgia region.

Uniform Cost Methodology: A detailed analysis of all costs associated with delivering services and/or goods which ensures that per unit costs are evaluated on a consistent basis.

**g) *Contract Terms***

The contract will be on a State of Georgia fiscal year (SFY) basis (July 1- June 30 modified to suit initial contract term of August 15, 2013 - June 30, 2014). The contract will have options to renew (during the current Area Plan cycle of July 1, 2013 – June 30, 2014) additional contract periods with a contract end date of June 30 each year. The

**Coastal Regional Commission Area Agency on Aging**  
**REQUEST FOR PROPOSAL (RFP) Fiscal Years 2014-2015**  
**RFP#2014-01 GeorgiaCares Program**

annual renewal of the Offeror's contract shall be based on the availability of funds and the Offeror's successful contract performance the preceding year. Contract award will be by the issuance of a Notice of Award. Renewals will be accomplished through the issuance of Notice of Award Amendments.

## **2 MANDATORY REQUIREMENTS**

This section identifies all mandatory requirements which must be present in the proposal before further consideration will be given. Offeror's response indicates the page number(s) where each mandatory requirement is substantiated.

- a) ***Offeror's Qualification Requirements*** - Offeror must have a minimum of four (4) years' experience providing the service(s) being proposed or similar service(s).
- b) ***Business Requirements*** - The Offeror must provide documentation verifying current business and operating licenses, proof of bonding, and insurance coverage required by law to carry out the service(s) being proposed.
- c) ***Mandatory Submission Requirements*** – Offeror must complete all sections of the Request for Proposal, including the Technical and Budget Proposals for each service being proposed. All documents must be labeled as instructed and submitted by the date and time specified.
- d) ***Budget Requirements*** – Funding allocation and budget forms can be found in Appendices of this document or may be downloaded from the AAA website. Offeror must submit a narrative that addresses costs and/or revenue and persons/units served. Must have completed the UCM spreadsheet (either short form or long form).
- e) ***Hardware/Software Equipment Requirements*** - Listed below are the minimum specifications for equipment, the operating systems, and software required for providers to use the Uniform Cost Methodology (UCM) and to comply with the recording requirements of the Division of Aging Services Aging Information Management System (AIMS):
  - PC Workstation:
    - Pentium IV, GHz/1GB, 40 GB Hard Drive (or better)
    - 512 MB RAM (or higher)
    - 17 " Screen (1024x768 screen resolution)
    - Graphics card
    - Network card to support DSL or other high-speed Internet connection
    - Good quality laser printer
    - Keyboard
    - Mouse
    - Windows XP Pro Operating System (Must maintain updated versions and all patches for operating system.)

**Coastal Regional Commission Area Agency on Aging**  
**REQUEST FOR PROPOSAL (RFP) Fiscal Years 2014-2015**  
**RFP#2014-01 GeorgiaCares Program**

**Connectivity:** The Offeror *must have the ability to connect to the Internet and the AIMS server through digital Service Line* or other high-speed Internet connection. The Offer *must also have at least one email address designated for each service site and the ability to receive referrals in an electronic format.*

- 3 **TECHNICAL PROPOSAL** – This section identifies the information which must be submitted in the Technical Proposal. Offeror must demonstrate the ability to satisfy all Qualifications and Technical Requirements to perform the required services. The Technical Proposal must be structured in the following order and labeled with the corresponding titles stated below using the same outline numbers.
- a) **Company Structure** - The Offeror will include the following information:
    - a. Offeror must submit an organizational chart displaying its overall business structure.
    - b. Offeror shall include in the proposal the legal form of their business organization, the state of incorporation (if a corporation), the business office location, hours of operation, and the contact name during the term of any resulting contract.
    - c. Offeror shall submit a list of Board of Directors and/or Advisory Board members, including their occupations and addresses.
  - b) **Experience** - The Offeror must have at least four full consecutive years experience in providing the responding service. The Coastal Area Agency on Aging reserves the right to verify all information submitted regarding Offeror's experience, education and other qualifications.
    - 1. The Offeror will provide a list of all organizations for whom similar services, as detailed in the RFP, have been provided at a minimum during the last four years. This list will include:
      - a. Dates of Service
      - b. Name of contact person
      - c. Title of contact person
      - d. Phone number of contact person
      - e. Description of the work performed
      - f. Time period of the project or contract
      - g. Staff months required
      - h. Contract Amount
      - i. Customer reference (including contact person, e-mail address and current telephone number)
    - 2. The Offeror will also disclose any services terminated by the organizations, the reason(s) for termination, and the dates of service.
    - 3. Offeror will provide details of its experience, minimum of four years, as required above. Information submitted should demonstrate that the Offeror has sufficient experience to successfully meet the requirements of the program or service.



**Coastal Regional Commission Area Agency on Aging**  
**REQUEST FOR PROPOSAL (RFP) Fiscal Years 2014-2015**  
**RFP#2014-01 GeorgiaCares Program**

- a) Offeror will submit detailed documents of its experience as required above, to include two (2) letters of recommendation from the state or local agency where the experience was obtained which shall meet the following requirements:
  - 1. Must be submitted on letterhead of the party submitting the recommendation and must contain current telephone numbers, mailing address, and e-mail addresses for points of contact.
  - 2. Contact individuals submitting recommendations must be current employees of the organization and authorized to make recommendations on behalf of the organization.
  - 3. Contact individuals should be able to attest to the Offeror's qualifications relevant to experience in providing services similar to those contained in this RFP.
  - 4. Letters of Recommendations shall be dated no more than six (6) months prior to the proposal submission date
  
- c) **Financial Stability and Cash Flow** – The Offeror will provide financial information that would allow proposal evaluators to ascertain the financial stability of the agency.
  - 1. A copy of the Offeror's most recent audit report.
  - 2. If a private company, the Offeror will provide a copy of their most recent internal financial statement, and a letter from their financial institution, on the financial institution's letterhead, stating the Offeror's financial stability.
  - 3. Offeror's financial plan to maintain adequate cash flow without interruption to services pending reimbursement from this contract
  - 4. A description of any cash flow problems in the recent past that could not be resolved within 90 days.
  
- d) **Business Litigation** – The Offeror will disclose any involvement by the organization or any officer or principal in any material business litigation within the last five (5) years. The disclosure will include an explanation, as well as the current status and/or disposition. Failure to fully disclose or accurately state litigation may result in the proposal not being further reviewed.

***Coastal Regional Commission Area Agency on Aging  
REQUEST FOR PROPOSAL (RFP) Fiscal Years 2014-2015  
RFP#2014-01 GeorgiaCares Program***

***e) Scope of Services- GeorgiaCares Program***

**1. Purpose of Procurement**

The Coastal Area Agency on Aging is requesting proposals from qualified offerors capable of providing the GeorgiaCares Program.

Offeror must be able to access the target population including:

- Individuals 65+ with Medicare
- Individuals under age 65 on Medicare due to disabilities
- Individuals in hard-to-reach populations (rural residency, low income, limited English proficiency, and/or low literacy levels)
- Individuals in long-term care facilities
- Racial/ethnic minorities

The successful offeror will:

- Provide information, counseling and assistance on health insurance coverage to Medicare beneficiaries and other individuals regarding Medicare, Medicare supplemental coverage, Medicaid, and other related health insurance;
- Provide information to identify, prevent and report health care fraud, error and abuse through the SMP (Senior Medicare Patrol) project;
- Provide information and assistance to Medicare beneficiaries on all prescription assistance programs and proactively enroll as many eligible people as possible in low-cost prescription assistance programs;
- Increase beneficiaries' awareness of their Medicare benefits and, through increased outreach efforts, increase health care savings when possible.
- Provide ongoing Medicare and Medicaid error, fraud and abuse cross-training to local partners and agencies.

**2. Program Legislation, Regulation, Program Standards and/or Guidelines:**

- State Health Insurance Assistance Program (SHIP) was created under Section 4360 of the Omnibus Budget Reconciliation Act (OBRA) of 1990 (Public Law 101-508). This act authorizes the Centers for Medicare and Medicaid Services (CMS), the Federal Medicare agency, to make grants to states for health advisory services programs for people with Medicare.
- DHS/DAS Access to Services Manual, GeorgiaCares Program ([available at http://www.odis.dhr.state.ga.us/5000\\_agi/5200\\_Access to Services/MAN5200.doc](http://www.odis.dhr.state.ga.us/5000_agi/5200_Access%20to%20Services/MAN5200.doc)) and other rules, regulations, standards and transmittals promulgated by the State of Georgia and the Area Agency on Aging program directives.

**3. Program Description - Offeror to describe fully the method of provision for GeorgiaCares:**

- Detail how the specific service will be provided.

**Coastal Regional Commission Area Agency on Aging**  
**REQUEST FOR PROPOSAL (RFP) Fiscal Years 2014-2015**  
**RFP#2014-01 GeorgiaCares Program**

- Describe how priority for services to clients will be determined.
- Indicate how all nine counties within the Coastal AAA will be covered.
- Indicate the target population that will receive services.

**4. Capacity** - Outline offeror's background and capacity to provide this service effectively. Address sustainability and the qualifications of Offeror's organization and staff to provide services as proposed.

- Describe how the Offeror will interface with the Coastal Area Agency on Aging and/or Division of Aging Services to resolve issues effectively related to service delivery and clients.
- Discuss the qualifications and capability to provide effective services that will meet all program standards.
- Organizational chart demonstrates effective lines of communication and program responsibility, and details percent of staff time assigned to each service or program.
- State when (days and hours of operation) and where services will be provided, and if alternate delivery sites are used, identify each site and days and hours of operation.

**5. Information and Referral**

- Describe how Offeror will handle clients that contact the agency directly.
- Describe how Offeror will follow up on referrals made to other agencies.
- Describe how Offeror will know that the client received the information requested.

**6. GeorgiaCares Counseling, Coordination and Outreach Activities**

1. Describe the organization's plan to recruit, manage and recognize local volunteer counselors that will be sufficient to conduct the operations of the program for the upcoming program year. Describe how volunteers will gain access to clients in each county in the Coastal region who will need individual counseling services and how client referrals will be assigned to volunteers. **Also indicate the name(s) of the individual(s) who will serve as the GeorgiaCares coordinator/specialist for your area and include a job description(s) for the person(s).**
2. Describe the plan to ensure that all volunteers in the local program will receive the necessary training to carry out the SHIP and SMP project. Provide information regarding the number of in-service training events (**include projected dates**) and number of informational meetings that will be held during the upcoming program year. (*Note: Informational meetings are where local program information is provided, local client problems are discussed and information on long-term care or health insurance and related topics is disseminated to volunteer/staff.*) Also, describe any other

**Coastal Regional Commission Area Agency on Aging**  
**REQUEST FOR PROPOSAL (RFP) Fiscal Years 2014-2015**  
**RFP#2014-01 GeorgiaCares Program**

methods that will be utilized to disseminate information to volunteers during the year.

3. Describe the methods that will be used to promote the **GeorgiaCares** SHIP and SMP (Senior Medicare Patrol) project within all counties of the Coastal area. Indicate the type of strategies (i.e., flyers, brochures, news articles, media partnerships, etc.), frequency, and specified communities to be reached. Describe how **GeorgiaCares** services will be marketed to Medicare beneficiaries in general and targeted to low-income, minority, disabled, and rural beneficiaries. **Describe at least one new marketing method not used in the previous year.** (Note: **GeorgiaCares** will provide local programs with various marketing materials including brochures, posters and a marketing/outreach plan and will provide technical assistance in the development of localized efforts.)
4. Describe how offeror will provide community and public education sessions to Medicare beneficiaries with special emphasis on low-income, disabled, minority and rural Georgia beneficiaries. Explain how Offeror will reach residents in all counties in the Coastal area. Indicate the number of community education sessions planned for the upcoming program year and specify the locations such as high rises, senior centers, workplaces, human resource departments, faith-based communities, etc. Indicate separately any community education or individual outreach plan to assist beneficiaries to enroll in the Qualified Medicare Beneficiary (QMB) Program and/or other public benefit programs (SSI, food stamps, etc.). (Note: **GeorgiaCares** will assist local programs with community education efforts: e.g., scripts, fact sheets, publications, videos and other materials, as needed.)
5. Describe coordination with other local and regional providers of aging services (e.g., senior centers, civic organizations, pharmacies, grocery stores, universities, hospitals, information and referral specialists, local Councils on Aging, legal assistance programs, etc.) **Include information on any interagency projects or joint training efforts anticipated for the upcoming fiscal year.**
6. Describe how Offeror will provide clerical assistance, telephone support, mileage reimbursement (optional) and volunteer recognition for its local **GeorgiaCares** volunteers. If the organization plans to provide stipends for volunteers, please describe the specific criteria for the stipend including its intended use (e.g., mileage reimbursement, postage, copying, etc.) and under what conditions it will be provided (e.g., minimum hours of participation in **GeorgiaCares** activities volunteer management duties, etc.).

**7. Special Initiatives or Collaborations:**

- Describe any special initiatives, innovations that will enhance Offeror's program in the community.

***Coastal Regional Commission Area Agency on Aging  
REQUEST FOR PROPOSAL (RFP) Fiscal Years 2014-2015  
RFP#2014-01 GeorgiaCares Program***

- Describe any new or on-going plans to obtain additional financial support or resources for this program.
- Describe any partnerships or collaborations with other community organizations or private businesses that will strengthen the services provided by Offeror.

**8. Outreach or Marketing Plan**

- Describe the program awareness activities or marketing plan for agency.
- Describe the methods Offeror will use to provide outreach to persons in the community as well as minorities, homebound or otherwise isolated individuals.
- Describe any special materials or techniques Offeror has developed to reach special populations.
- Describe any specific populations Offeror will target, if any.
- Describe methods to be used to provide services to Limited English Proficiency/Sensory Impaired (LEP/SI) clients.

**9. Professional and/or Volunteer Development**

- Describe how Offeror will provide new staff orientation and training and provide an outline of the orientation schedule and topics.
- Describe Offeror's plan for conducting on-going staff training including topics and number of training sessions to be held.
- Describe method Offeror will use to determine the training needs of staff and/or volunteers.
- Describe the agency's staff recruiting practices and retention strategies. Indicate the annual staff turnover rate from the most recent fiscal year.

**10. Client Confidentiality**

- Describe policy or procedures concerning client confidentiality.

**11. Technology and Ability to Meet Reporting Requirements**

- Describe agency's capacity for and use of technology, both in agency administration and delivering services.
- Describe agency's strategic plan for maintaining adequate stock including hardware, software and voice/data services.
- Indicate capacity or plan to interface with the Division of Aging Services Aging Information Management System (AIMS) for reporting.
- Detail person(s) responsible for data validation, data entry and reporting.

**12. Quality Assurance Program or Plan:**

- Describe how Offeror will insure the quality of the program or services to clients.
- Describe how Offeror will measure the effectiveness of your program.

***Coastal Regional Commission Area Agency on Aging  
REQUEST FOR PROPOSAL (RFP) Fiscal Years 2014-2015  
RFP#2014-01 GeorgiaCares Program***

- Describe how Offeror will determine if the program had an impact on the clients.
- Describe how Offeror will determine the client's satisfaction with services.

**Coastal Regional Commission Area Agency on Aging**  
**REQUEST FOR PROPOSAL (RFP) Fiscal Years 2014-2015**  
**RFP#2014-01 GeorgiaCares Program**

**4 BUDGET PROPOSAL**

- a) Offeror must provide a Budget Narrative to explain projected cost and local revenue leveraged on behalf of the program.
- b) Offeror must complete the Revenue Plan and Unit/Persons Served (chart – Appendix 9.6) and detail the revenue available to support the each program or service. If this is a unit cost reimbursed service, then it must match the unit cost as detailed on the Uniform Cost Methodology Spreadsheet. If this is a line item reimbursed service, then the total allowable costs should be the same as detailed on the Uniform Cost Methodology Spreadsheet.
- c) Offeror must complete the Uniform Cost Methodology Spreadsheet as provided in Appendix 9.9.
- d) Budget Evaluation Criteria is found in the Budget Proposal Section.

**5 PROPOSAL SUBMISSION**

- a) **Packaging of Proposals** – The Applicant’s proposal in response to this RFP must be submitted in appropriately labeled and sealed packages. Return address must include Contact Name, Name of Company, address, RFP #, and phone number.
- b) **Number of Proposal Copies** – Submit one original with signatures marked “Original” and two hard copies and include one CD in Microsoft Office Suite for Word and Excel, 2003 version or later.
- c) **Submission of Proposals**
  - 1. **Issuing Office** – The Coastal Area Agency on Aging issues this Request for Proposal (RFP). The Coastal Area Agency on Aging is the sole point of contact for this RFP and subsequent revisions.
  - 2. **Rejection of Proposal:** The Coastal Area Agency on Aging reserves the right to reject any or all proposals, or to award in whole or in part if deemed to be in the best interest of the AAA to do so. The Executive Director of the RC shall have authority to award orders, contracts or agreements to the Offeror’s that offer the best proposal to the AAA, cost and other factors considered.
  - 3. **Questions and Inquiries:** It is the policy of the Coastal Area Agency to accept questions in writing by e-mail from any and all Offeror’s interested in implementing the services identified in the RFP. Questions should be submitted to Dionne Lovett. The AAA will transmit to all responders all questions and the Coastal Area Agency’s responses according to the schedule of dates.
  - 4. **Response Date:** In order to be considered for selection, proposals must arrive at the issuing office on or before the date and time specified. Offerors choosing to mail proposals should allow for normal mail delivery to ensure

**Coastal Regional Commission Area Agency on Aging**  
**REQUEST FOR PROPOSAL (RFP) Fiscal Years 2014-2015**  
**RFP#2014-01 GeorgiaCares Program**

timely receipt of their proposal by the Coastal Area Agency. **Proposals received after 12:00p.m. EST on August 2, 2013 will not be considered. Proposals must be complete in all respects, as required in each section of this RFP or will not be considered.**

5. **Revisions to Request for Proposals:** The Coastal Area Agency reserves the right to revise the Request for Proposal at any time prior to award. In the event it becomes necessary to revise any part of this RFP, information regarding revisions will be provided to all Offerors.
6. **Submitted Proposals:** In order to be considered for selection, Offerors must submit a completed response to this RFP including, at a minimum, all the mandatory requirements, technical proposal, budget proposal, letter of transmittal and assurances. One original and two hard copies of each proposal must be submitted to the issuing office. The submitting agency shall make no other distribution of the proposals.
7. **Acceptance of Proposal Content** – The contents of the proposal of the successful bidder will become a part of any contract awarded as a result of these specifications.

## 6 ASSURANCES

### a) *Letter of Transmittal/Standard Assurances*

All Offerors are required to submit a mandatory transmittal letter, which shall be in the form of a standard business letter, which shall be signed by an individual authorized to legally bind the offer. The terms and conditions of the procurement are included. The Standard Assurances Form (Appendix 9.2) includes:

1. If a corporation, a statement indicating that the Offeror is registered and in good standing with the Georgia Secretary of State to do business in the State of Georgia as stated in §3.0. All proposed subcontractors must be identified, and a statement included indicating the exact nature and amount of work to be done by the prime contractor, and by each subcontractor, as measured by price.
2. A Statement that the Offeror does not discriminate in its employment practices with regard to race, religion, age (except as provided by law), marital status, political affiliation, national origin, or disability. (Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act of 1990).
3. A statement that the proposal meets the requirements set forth in the RFP plus any amendments. Amendments, if any, must be specified.
4. A statement that the person signing the proposal is the person in the Offeror organization responsible for, or authorized to make, decision as to the prices quoted.
5. Certifications that prices proposed have been arrived at independently without collusion, communication, or agreement relating to such prices with any other Offeror or competitor.



***Coastal Regional Commission Area Agency on Aging  
REQUEST FOR PROPOSAL (RFP) Fiscal Years 2014-2015  
RFP#2014-01 GeorgiaCares Program***

6. If the proposal deviates from the detailed requirements of this RFP, the transmittal letter must identify and explain all such deviations that appear in the body of the proposal. The Coastal Area Agency on Aging reserves the right to reject any proposal containing deviations, or require modifications before acceptance.
7. If the use of subcontractor(s) is proposed, a statement from each subcontractor must be appended to the transmittal letter, signed by an individual authorized to legally bind the subcontractor, and stating:
  - a) The general scope of work to be performed by the subcontractor;
  - b) The subcontractor's willingness to perform the work indicated; and
  - c) That the subcontractor does not discriminate in its employment practices with regard to race, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or disability.
8. A statement indicating that the organization and its subcontractors, if any, will be compliant with the Health Insurance Portability and Accountability Act (Public Law No 104-191, 110 Stat. 1936), including its Privacy, Security and Electronic Data Interchange standards and regulations and any and all signed business associate or other agreements for the Coastal Area Agency on Aging and the Department of Human Services. Failure to sign the business associate agreement or to be compliant with HIPAA laws and regulations or Division or AAA policy will be a basis for rejection. Additionally, since federal funds may be included, an RFP Signature page, Certification Regarding Lobbying and Certification Regarding Debarment are included for signature. Failure to sign these certification forms will be a basis for rejection.
9. Statement indicating that Contractual and Administrative Assurances required by the RFP are given.
10. Statement indicating the organization's solvency to meet performance requirements with the most recent certified financial audit attached.
11. The name, address, and telephone number of the individual(s) who can be contacted from 8:30 a.m. to 5:00 p.m. during business days for questions regarding the proposal.
12. A statement that the Offeror accepts the Coastal Area Agency on Aging's sole right to cancel the RFP at anytime or amend the RFP before the due date for proposals.
13. A statement that Offeror accepts the Coastal Area Agency on Aging's sole right to alter the timetables for procurements as set forth in the RFP.
14. A statement that all responses become the property of the Coastal Area Agency on Aging and will not be returned to the Offeror. The Coastal Area Agency on Aging will have the right to use all ideas or adaptations of ideas contained in any response received. Selection or rejection of the response will not affect this right.
15. A statement that the Offeror accepts the terms, conditions, criteria and requirements set forth in the RFP.
16. The name and address of Offeror to be used for all notices sent by the Coastal Area Agency on Aging.
17. A statement that no contact, direct or otherwise, has occurred with any employee of the Coastal Area Agency on Aging or DHS Division of Aging Services staff with direct involvement with the RFP process or program information, except as

***Coastal Regional Commission Area Agency on Aging  
REQUEST FOR PROPOSAL (RFP) Fiscal Years 2014-2015  
RFP#2014-01 GeorgiaCares Program***

- permitted by the RFP. Further, a statement that any subcontractor listed by the Offeror complied with the restriction on communications as well.
18. A statement that no relationship exists nor will exist during the contract period, should Offeror enter into a contract with the Coastal Area Agency on Aging that interferes with fair competition or is a conflict of interest.
  19. A statement that no relationship exists between the Offeror and another person or organization that constitutes a conflict of interest with respect to an existing contract with the AAA.
  20. A statement that no claim will be made for payment to cover costs incurred in preparation of the submission of the proposal or any other associated costs.
  21. Prior to award, the apparent successful Offeror will be required to enter into discussions with the Coastal Area Agency on Aging to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within one (1) week of notification, if not, this could lead to rejection of the Offeror's proposal and discussions initiated with the second highest scoring Offeror.
  22. An award will be made to the Offeror whose response is determined to be the lowest responsible bid and most advantageous to the Coastal Area Agency on Aging, taking into account price and other evaluation criteria. Staff or other agencies and consultants may be involved in the evaluation of the responses. The Coastal Area Agency on Aging reserves the right to reject any and all responses submitted.

**7 TERMS AND CONDITIONS**

The contract that the Coastal Area Agency expects to award as a result of this RFP will be based upon the RFP, the successful Offeror's final response as accepted by the Coastal Area Agency and the contract terms and conditions, which are attached to this RFP. The successful Offeror's final response as accepted by the Coastal Area Agency shall mean the final cost and technical proposals submitted by the Awarded Offeror and any subsequent revisions to the Awarded Offeror's cost and technical proposals and the contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the RFP, and any other terms deemed necessary by the Coastal Area Agency, except that no objection or amendment by any Offeror to the RFP requirements or the contract terms and conditions shall be incorporated by reference into the contract unless the Coastal Area Agency, has explicitly accepted the Offerors objection or amendment in writing.

Please review the AAA's contract terms and conditions prior to submitting a response to this RFP. Offerors should plan on the contract terms and conditions contained in this RFP being included in any award as a result of this RFP. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the Offerors. The contract terms and conditions may be supplemented or revised before contract execution and are provided to enable the Offerors to better evaluate the costs associated with the RFP and the potential resulting contract.

**Coastal Regional Commission Area Agency on Aging**  
**REQUEST FOR PROPOSAL (RFP) Fiscal Years 2014-2015**  
**RFP#2014-01 GeorgiaCares Program**

Exception to Contract - By submitting a proposal, each Offeror acknowledges its acceptance of the RFP specifications and the contract terms and conditions without change except as otherwise expressly stated in the submitted proposal. If an Offeror takes exception to a contract provision, the Offeror must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. Any exceptions to the contract must be submitted with the Offeror's response. Exceptions must be in an original document using the track changes functionality and may not be submitted in the form of highlighted changes to the original contract. Proposed exceptions must not conflict with or attempt to preempt any mandatory requirements specified in the RFP.

In the event the Offeror is selected for potential award, the Offeror will be required to enter into discussions with the Coastal Area Agency to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the time identified in the schedule or events. Failure to resolve any contractual issues will lead to rejection of the Offeror. The Coastal Area Agency reserves the right to proceed to discussions with the Offeror ranked next best Offeror.

The Coastal Area Agency on Aging, reserves the right to modify the contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful Offeror. Exceptions that materially change the terms or the requirements of the RFP may be deemed non-responsive by the Coastal Area Agency, in its sole discretion, and rejected. Contract exceptions which grant the Offeror an impermissible competitive advantage, as determined by the Coastal Area Agency, at its sole discretion, will be rejected. If there are any questions whether a particular contract exception would be permissible, the Offeror is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

- a) **RFP Amendments** – The AAA reserves the right to amend the RFP prior to the proposal due date and provide notification of any amendments through written correspondence.
- b) **Proposal Withdrawal** – A submitted proposal may be withdrawn prior to the due date by written request to the Issuing Officer. A request to withdraw a proposal must be signed by an authorized individual.
- c) **Cost of Preparing a Proposal** – The cost for developing the proposal is the sole responsibility of the Offeror. The Coastal Area Agency will not provide reimbursement for such costs.
- d) **Contract** – Prior to award, the apparent winning Offeror will be required to enter into discussions with the AAA to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within one (1) week of notification. Failure to resolve contractual differences will lead to rejection of

**Coastal Regional Commission Area Agency on Aging**  
**REQUEST FOR PROPOSAL (RFP) Fiscal Years 2014-2015**  
**RFP#2014-01 GeorgiaCares Program**

the Offeror's proposal. The AAA reserves the right to modify the Contract to be consistent with the successful offer and to negotiate with the successful Offeror other modifications, provided that no such modifications affect the evaluation criteria set forth herein, or give the successful Offeror a competitive advantage.

- e) **Conflict of Interest** – If an Offeror has any existing client relationship that involves the AAA, the Offeror must disclose each relationship.
- f) **Minority Business Policy** – It is the policy of the AAA that minority business enterprises shall have a fair and equal opportunity to participate in the AAA procurement process. Therefore, the AAA encourages all minority business enterprises to compete for, win, and receive contracts for services.
- g) **Reciprocal Preference Law (OCGA 50-5-60(b))** – For the purposes of evaluation only, Offerors resident in the State of Georgia will be granted the same preference over Offerors resident in another State in the same manner, on the same basis, and to the same extent that preference is granted in awarding bids for the same goods or services by such other State to Offerors resident therein over Offerors resident in the State of Georgia. NOTE: For the purposes of this law, the definition of a resident Offeror is one who maintains a place of business with at least one employee inside the State of Georgia. A post office box address will not satisfy this requirement.

## 8.0 EVALUATION PROCESS

- a) **Administrative Review** – The proposals will be reviewed for the following administrative requirements: 1) sealed Mandatory Requirements/Technical Proposal/Budget Proposal submissions. 2) All required documentation has been submitted. 3) All documents requiring an original signature have been signed and are included.
- b) **Technical Proposal Evaluation** – Mandatory Requirements Review and Scope of Services will be reviewed by the Evaluation Team for quality. Technical proposal will be evaluated and scored based on a ratio of the total points available for both technical and budget sections. This formula is 80% for technical and 30% for budget for a minimum of 1000 total combined points for evaluation process.
- c) **Budget Proposal Evaluation** – Offeror will use only the Budget Proposal forms provided with this RFP. Budget proposals will be evaluated and scored based on a ratio of total points available for both technical and budget sections. This formula is 80% for technical and 20% for budget for a minimum of 1000 total combined points for evaluation process.
- d) **Identification of Apparent Successful Offeror** –The Applicant with the highest combined score will be identified as the apparent successful Applicant.

**Coastal Regional Commission Area Agency on Aging**  
**REQUEST FOR PROPOSAL (RFP) Fiscal Years 2014-2015**  
**RFP#2014-01 GeorgiaCares Program**

- e) **Rejection of Proposals/Cancellation of RFP** – The Coastal Area Agency reserves the right to reject any and all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or combination of items, when to do so would be to the advantage of the Coastal Area Agency. It is also within the right of the Coastal Area Agency to reject proposals that do not contain all elements and information requested in this document. The Coastal Area Agency reserves the right to cancel this RFP at any time. The Coastal Area Agency will not be liable for any cost/losses incurred by the Offerors throughout this process.

**9.0 APPENDIX**

- a) **SMART Objectives Form**
- b) **Standard Assurances**– Provided is the form that must be signed.
- c) **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion** – Provided is the form that must be signed.
- d) **Certification Regarding Lobbying** – Provided is the form that must be signed.
- e) **Health Insurance Portability and Accountability Business Associate Agreement** – Provided is the form that must be signed.
- f) **Revenue Plan, Units/Persons, and Cost Chart** – The chart is included for the Offeror to complete and include in the Budget proposal.
- g) **Division of Aging Services - Service Definitions**– Provided is a copy of the Program Instruction.
- h) **Division of Aging Services - Fund Sources**– Provided is a copy of the Program Instruction.
- i) **Uniform Cost Methodology** – Provided is the Program Instruction and the appropriate spreadsheet for Offeror to complete this budget requirement for the Budget Proposal.

**Coastal Regional Commission Area Agency on Aging**  
**REQUEST FOR PROPOSAL (RFP) Fiscal Years 2014-2015**  
**RFP#2014-01 GeorgiaCares Program**

**Administrative Review:**

<b>Administrative Review – No points assigned for this section. Either yes or no, and if not available, then Technical Proposal or Budget Proposal will not be reviewed.</b>	
<b>2.0 Mandatory Requirements Satisfied</b>	
▪ Offeror meets all of the stated Qualification Requirements	<b>Yes or No</b>
▪ Offeror meets all stated Business Requirements	<b>Yes or No</b>
▪ Offeror submitted all stated Submission Requirements	<b>Yes or No</b>
▪ Offeror meets budget requirements	<b>Yes or No</b>
<b>4.0 Budget Proposal</b>	
▪ Budget Narrative Submitted	<b>Yes or No</b>
▪ Revenue Plan and Units/Persons for:	
▪ Individual Services	<b>Yes or No</b>
▪ Staff Activity Logs	<b>Yes or No</b>
▪ Uniform Cost Methodology Spreadsheet Completed	<b>Yes or No</b>
<b>5.0 Proposal Submission</b>	
▪ Proposals Packaged and Delivered according to Requirements	<b>Yes or No</b>
▪ Correct # of Proposals Submitted	<b>Yes or No</b>
▪ Proposals Submitted in a timely matter	<b>Yes or No</b>
<b>6.0 Assurances</b>	
▪ Letter of Transmittal with assurances provided and signed	<b>Yes or No</b>
<b>9.0 Appendix</b>	
▪ All signed required are signed and included in Appendix 9.3; 9.4; 9.5	<b>Yes or No</b>

**Coastal Regional Commission Area Agency on Aging**  
**REQUEST FOR PROPOSAL (RFP) Fiscal Years 2014-2015**  
**RFP#2014-01 GeorgiaCares Program**

**Technical Proposal Evaluation Criteria:**

<b>Section 3.0 Technical Proposal</b>	<b>Maximum # of Points</b>
<ul style="list-style-type: none"> <li>▪ 3.1 Offeror described Company Structure including; <ul style="list-style-type: none"> <li>▪ Submitted Organizational Chart</li> <li>▪ Identified Business Organization</li> <li>▪ Submitted Board of Directors and/or Advisory Board</li> </ul> </li> </ul>	
▪ 3.2 Offeror meets all preferred Experience requirements	
▪ 3.3 Offeror has demonstrated Financial Stability and positive Cash Flow	
▪ 3.4 Offeror has adequately explained any Business Litigation over the past five years	
▪ <b>3.5 Scope of Program and Services</b>	
<b>Capacity</b>	
▪ Offeror has demonstrated ability to provide quality services	
▪ Offeror has sufficient qualified staff and supervision as demonstrated on the organizational chart to provide the service	
▪ Offeror has a staff plan and assigned staff time to each program appropriately	
▪ Offeror's days and hours of operation are sufficient to deliver services effectively	
<b>Plan of Service</b>	
▪ Offeror's Plan for delivery of services indicates the ability to provide all required services effectively	
▪ Information and Referral	
▪ Special Initiatives and Collaborations	
▪ Outreach or Marketing Plan	
▪ Professional Staff Development	
▪ Client Confidentiality	
▪ Technology and Ability to Meet Reporting Requirements	
▪ Quality Assurance Program	
<b>Performance Goals, Objectives, and Performance Measures</b>	
▪ Offeror linked to appropriate AoA or DAS or AAA Priority	
▪ Offeror stated the a broad focus for a program goal	
▪ Offeror proposed appropriate objectives to be accomplished, and when completed, will move the agency toward the goal and date of completion	
▪ Offeror clearly defines the action steps, who is responsible and when they will be completed	
▪ Offeror clearly stated how the result will be measured and the mechanism to collect this data	
▪ The Offeror provided a numeric target amount that will be achieved for each performance measure	
<b>TOTAL SCORE</b>	

***Coastal Regional Commission Area Agency on Aging  
REQUEST FOR PROPOSAL (RFP) Fiscal Years 2014-2015  
RFP#2014-01 GeorgiaCares Program***

**Appendix 9-1**

**A. ATTACHMENT - AOA GOALS AND AAA OBJECTIVES CHART**

**GOAL 4: Administration on Aging - Ensure the rights of older people and prevent their abuse, neglect and exploitation**

**Name of Service or Program:** [GeorgiaCares – one objective minimum](#)

<b>Goal ___ - Objective #___</b>	<b>Annual Performance Measure</b>	<b>Action Steps</b>	<b>Annual Update on Objective</b>
The objective should state what will be accomplished; when it will happen and why the outcome is needed.	Describe <a href="#">quantifiable</a> annual performance measure that assures stated objective/outcome will be <a href="#">achieved</a> . If this is the first year for measuring this objective, then state how baseline is calculated.	Describe <a href="#">realistic</a> and specific action steps needed and state date to be completed and person responsible to accomplish this task ( <a href="#">When and Who</a> ).	Brief update on the progress toward meeting this objective. Was it met or not met? What was the measurable outcome at the end of fiscal year? (Reported in next Area Plan)
<b>SFY 2012</b>	<b>SFY 2012</b>	<b>SFY 2012</b>	<b>SFY 2012</b>
<b>SFY 2013</b>	<b>SFY 2013</b>	<b>SFY 2013</b>	<b>SFY 2013</b>
<b>SFY 2014</b>	<b>SFY 2014</b>	<b>SFY 2014</b>	<b>SFY 2014</b>
<b>SFY 2015</b>	<b>SFY 2015</b>	<b>SFY 2015</b>	<b>SFY 2015</b>



***Coastal Regional Commission Area Agency on Aging  
REQUEST FOR PROPOSAL (RFP) Fiscal Years 2014-2015  
RFP#2014-01 GeorgiaCares Program***

**Appendix b)  
STANDARD ASSURANCES**

Offeror shall agree to the following assurances of which the terms and conditions of the procurement are included.

- A. If a corporation, the offeror is registered and in good standing with the Georgia Secretary of State to do business in the State of Georgia as stated in §3.0. All proposed subcontractors must be identified, and a statement included indicating the exact nature and amount of work to be done by the prime contractor, and by each subcontractor, as measured by price in the comments section at the end of this document.
- B. Offeror does not discriminate in its employment practices with regard to race, religion, age (except as provided by law), marital status, political affiliation, national origin, or disability. (Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act of 1990).
- C. The proposal meets the requirements set forth in the RFP plus any amendments. Amendments, if any, must be specified.
- D. The person signing the proposal is the person in the Offeror organization responsible for, or authorized to make, decision as to the prices quoted.
- E. The prices proposed have been arrived at independently without collusion, communication, or agreement relating to such prices with any other Offeror or competitor.
- F. If the proposal deviates from the detailed requirements of this RFP, Offeror must identify and explain all such deviations that appear in the body of the proposal in the comments section at the end of this document. The Coastal Area Agency on Aging reserves the right to reject any proposal containing deviations, or require modifications before acceptance.
- G. If the use of subcontractor(s) is proposed, a statement from each subcontractor must be appended to these assurances, signed by an individual authorized to legally bind the subcontractor, and stating:
  - 1. The general scope of work to be performed by the subcontractor;
  - 2. The subcontractor's willingness to perform the work indicated; and
  - 3. That the subcontractor does not discriminate in its employment practices with regard to race, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or disability.
- H. The organization and its subcontractors, if any, will be compliant with the Health Insurance Portability and Accountability Act (Public Law No 104-191, 110 Stat. 1936), including its Privacy, Security and Electronic Data Interchange standards and regulations and any and all signed business associate or other agreements for the Coastal Area Agency on Aging and the Department of Human Services. Failure to sign the business associate agreement or to be compliant with HIPAA laws and regulations or Division or AAA policy will be a basis for rejection. Additionally, since federal funds may be included, an RFP Signature page, Certification Regarding Lobbying and Certification Regarding Debarment are included for signature. Failure to sign these certification forms will be a basis for rejection.
- I. Assures that Contractual and Administrative Assurances required by the RFP are given.
- J. The organization's solvency to meet performance requirements with the most recent certified financial audit attached.

***Coastal Regional Commission Area Agency on Aging  
REQUEST FOR PROPOSAL (RFP) Fiscal Years 2014-2015  
RFP#2014-01 GeorgiaCares Program***

- K. The name, address, and telephone number of the individual(s) who can be contacted from 8:30 a.m. to 5:00 p.m. during business days for questions regarding the proposal are included in the cover letter of this proposal.
- L. The Offeror accepts the CoastalArea Agency on Aging's sole right to cancel the RFP at anytime or amend the RFP before the due date for proposals.
- M. The Offeror accepts the CoastalArea Agency on Aging's sole right to alter the timetables for procurements as set forth in the RFP.
- N. All responses become the property of the CoastalArea Agency on Aging and will not be returned to the Offeror. The CoastalArea Agency on Aging will have the right to use all ideas or adaptations of ideas contained in any response received. Selection or rejection of the response will not affect this right.
- O. The Offeror accepts the terms, conditions, criteria, and requirements set forth in the RFP.
- P. Included in the cover letter is the name and address of Offeror to be used for all notices sent by the CoastalArea Agency on Aging.
- Q. No contact, direct or otherwise, has occurred with any employee of the CoastalArea Agency on Aging or DHS Division of Aging Services staff with direct involvement with the RFP process or program information, except as permitted by the RFP. Further, any subcontractor listed by the Offeror complied with the restriction on communications as well.
- R. No relationship exists nor will exist during the contract period, should Offeror enter into a contract with the CoastalArea Agency on Aging that interferes with fair competition or is a conflict of interest.
- S. No relationship exists between the Offeror and another person or organization that constitutes a conflict of interest with respect to an existing contract with the AAA.
- T. No claim will be made for payment to cover costs incurred in preparation of the submission of the proposal or any other associated costs.
- U. Prior to award, the apparent successful Offeror will be required to enter into discussions with the CoastalArea Agency on Aging to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within one (1) week of notification, if not, this could lead to rejection of the Offeror's proposal and discussions initiated with the second highest scoring Offeror.
- V. An award will be made to the Offeror whose response is determined to be the lowest responsible bid and most advantageous to the CoastalArea Agency on Aging, taking into account price and other evaluation criteria. Staff or other agencies and consultants may be involved in the evaluation of the responses. The CoastalArea Agency on Aging reserves the right to reject any and all responses submitted.

My signature below indicates this agency is in compliance with all aforementioned standard assurances. These standard assurances must be signed by an individual authorized to legally bind the offer.

---

Signature

---

Date

**Coastal Regional Commission Area Agency on Aging**  
**REQUEST FOR PROPOSAL (RFP) Fiscal Years 2014-2015**  
**RFP#2014-01 GeorgiaCares Program**

**Appendix c)**

CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTION

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative	Signature	Date
=====		

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone 202/245-0729).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to

***Coastal Regional Commission Area Agency on Aging  
REQUEST FOR PROPOSAL (RFP) Fiscal Years 2014-2015  
RFP#2014-01 GeorgiaCares Program***

the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

***Coastal Regional Commission Area Agency on Aging  
REQUEST FOR PROPOSAL (RFP) Fiscal Years 2014-2015  
RFP#2014-01 GeorgiaCares Program***

**Appendix d)**

**CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By \_\_\_\_\_ Date \_\_\_\_\_  
(Signature of Official Authorized to Sign)

**Coastal Regional Commission Area Agency on Aging**  
**REQUEST FOR PROPOSAL (RFP) Fiscal Years 2014-2015**  
**RFP#2014-01 GeorgiaCares Program**

**APPENDIX e)**  
**HIPAA BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (hereinafter referred to as "Agreement"), effective the day and year first written above, is made and entered into by and between the Georgia Department of Human Services (hereinafter referred to as "DHS") and the Contractor (hereinafter referred to as "Business Associate").

**WHEREAS**, DHS is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), to obtain satisfactory assurances that its Business Associates will provide appropriate safeguards to ensure the security, confidentiality and integrity of Protected Health Information ("PHI") that a business associate may receive or create on behalf of DHS pursuant to this Contract and to document those assurances by entering into Business Associate Agreements with certain entities that provide functions, activities, or services involving the use of PHI;

**WHEREAS**, Business Associate may provide functions, activities, or services involving the use of PHI;

**NOW, THEREFORE**, for and in consideration of the mutual promises, covenants and agreements contained herein, compliance with the HIPAA Privacy Rule and Security Rule, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DHS and Business Associate (each individually a "Party" and collectively the "Parties") hereby agree as follows:

**1. DEFINITIONS**

- 1.1 "Privacy and Security Rules"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E; and upon the enforcement date as specified by the regulation, the Health Insurance Reform: Security Standards at 45 C.F.R. parts 160, 162 and 164.
- 1.2** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy and Security Rules, including without limitation those set forth at 45 CFR Parts 160.103 and 164.501.

**2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

**2.1 Unless otherwise Required by Law, Business Associate agrees:**

- 2.1.1 Nondisclosure.** That it will not request, create, receive, use or disclose PHI other than as permitted or required by this Agreement or as required by law.
- 2.1.2 Safeguards.** To establish, maintain and use appropriate administrative, physical and technical safeguards to reasonably protect the confidentiality, integrity and security of the PHI and prevent use or disclosure of the PHI other than as provided for by this Agreement; and upon the enforcement date as specified by the Privacy and Security Rules under HIPAA, implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that Business Associate creates, receives, maintains, or transmits on behalf of DHS in its capacity as a Business Associate.
- 2.1.3 Mitigation.** To mitigate, to the extent practicable, and in cooperation and consultation with DHS, any harmful effect that is known to Business Associate of a use or disclosure of PHI or Security Incident by Business Associate in violation of the requirements of this Agreement.
- 2.1.4 Compliance of Agents.** That its agents or subbusiness Associates, including subcontractors, are subject to the same obligations that apply to Business Associate under this Agreement and Business Associate agrees to ensure that its agents or subbusiness, including subcontractors, Associates comply with the conditions, restrictions, prohibitions and other limitations regarding the request for, creation, receipt, use or disclosure of PHI, that are applicable to Business Associate under this Agreement. Business Associate also agrees to ensure that any agents or subbusiness Associates, including subcontractors, to whom it provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect it.
- 2.1.5 Report Unpermitted Disclosure of PHI.** To report to DHS any use or disclosure of PHI that is not provided for by this Agreement of which it becomes aware. Business Associate also agrees to report to DHS any Security Incident related to Electronic Protected Health Information of which Business Associate becomes aware. Business Associate agrees to make such report to DHS in writing in such form as DHS may require within twenty-four (24) hours after Business Associate becomes aware.
- 2.1.6 Amendments.** To make any amendment(s) to PHI in a Designated Record Set that DHS directs or agrees to pursuant to 45 CFR 164.526 at the request of DHS or an Individual, within five (5) business days after request of DHS or of the Individual. Business Associate also agrees to provide DHS with written confirmation of the amendment in such format and within such time as DHS may require.
- 2.1.7 Access.** To provide access to PHI in a Designated Record Set to DHS upon request, within five (5) business days after such request, or, as directed by DHS, to an Individual in order to meet the requirements of 45 C.F.R. § 164.524. Associate also agrees to provide DHS with written confirmation that access has been granted in such format and within such time as DHS may require.
- 2.1.8 Disclose Practices, Books, and Records.** To give DHS, the Secretary of the U.S. Department of Health and Human Services (the "Secretary") or their designees access to Business Associate's books and records and policies, practices or procedures relating to the use and disclosure of PHI for or on behalf of DHS within five (5) business days after DHS, the Secretary or their designees request such access or otherwise as DHS, the Secretary or their designees may require for purposes of the Secretary determining DHS's compliance with the Privacy and Security Rules. Business Associate also agrees to make such information available for review, inspection and copying by DHS, the Secretary or their designees during normal business hours at the location or locations where such information is maintained or to otherwise provide such information to DHS, the Secretary or their designees in such form, format or manner as DHS, the Secretary or their designees may require.
- 2.1.9 Document Disclosures.** To document all disclosures of PHI and information related to such disclosures as would be required for DHS to respond to a request by an Individual or by the Secretary for an accounting of disclosures of PHI in accordance with the requirements of the Privacy and Security Rules.
- 2.1.10 Release Documentation of Disclosures.** To provide to DHS or to an Individual, information collected in accordance with Section 2.1.9 of this Agreement, above, to permit DHS to respond to a request by an Individual for an accounting of disclosures of PHI as provided in the Privacy and Security Rules.
- 2.1.11 Respond to Requests from Individuals.** Except as this Agreement or any other agreement between DHS and Business Associate may otherwise provide, in the event Business Associate receives an access, amendment,

**Coastal Regional Commission Area Agency on Aging**  
**REQUEST FOR PROPOSAL (RFP) Fiscal Years 2014-2015**  
**RFP#2014-01 GeorgiaCares Program**

accounting of disclosure, or other similar request directly from an Individual, Business Associate will redirect the Individual to DHS.

- 2.1.12 **Ownership.** To the extent permitted by law, any and all PHI provided to or created by Business Associate shall remain the property of DHS, and Business Associate's use, possession or knowledge of PHI does not cause Business Associate to have any right, title, ownership or interest in the PHI, including de-identified information.

**2.2 Permitted Uses and Disclosures by Business Associate**

- 2.2.1 **Functions and Activities on Behalf of DHS.** Except as limited in this Agreement, Business Associate may use or disclose PHI only to extent necessary to meet its responsibilities as set forth in the Contract provided that such use or disclosure would not violate the Privacy and Security Rules if done by DHS or the minimum necessary policies of DHS. All other uses or disclosures by Business Associate not authorized by the Agreement or by specific instruction of DHS are prohibited.
- 2.2.2 **Business Associate's Management and Administration.** Except as otherwise limited by this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- 2.2.3 **Disclosure by Business Associate Required by Law or With Reasonable Assurances.** Except as otherwise limited by this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate and to carry out its legal responsibilities, provided that disclosure is Required By Law, or provided that the Business Associate obtains reasonable assurances from the person or entity to whom the Protected Health Information is disclosed that: 1) the Protected Health Information will be held confidentially; 2) the Protected Health Information will be used or further disclosed only as Required By Law or for the purpose(s) for which it was disclosed to the person or entity; and 3) the person or entity will notify Business Associate of any instances of which the person or entity is aware in which the confidentiality of the information has been breached.
- 2.2.4 **Data Aggregation Services.** Except as otherwise limited by this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. §164.504(e)(2)(i)(B).
- 2.2.5 **Report Violations of Law.** Business Associate may Use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).

**3. OBLIGATIONS OF DHS**

**3.1 Inform Business Associate of Privacy/Security Practices and Restrictions.**

- 3.1.1 Security Rules if, and to the extent that, DHS determines in the exercise of its sole discretion that such limitation will affect Business Associate's use or disclosure of PHI.
- 3.1.2 DHS will notify Business Associate of any change in, or revocation of, permission by an Individual to use or disclose PHI to the extent that DHS determines in the exercise of its sole discretion that such change or revocation will affect Business Associate's use or disclosure of PHI.
- 3.1.3 DHS will notify Business Associate of any restriction regarding its use or disclosure of PHI that DHS has agreed to in accordance with the Privacy and Security Rules if, and to the extent that, DHS determines in the exercise of its sole discretion that such restriction will affect Business Associate's use or disclosure of PHI.

**3.2 Permissible Request by DHS.** DHS shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy and Security Rules if done by DHS.

**4. TERM AND TERMINATION**

**4.1 Term.** The Term of this Agreement shall commence on the day and year first written above, and shall terminate when all of the PHI provided by DHS to Business Associate, or created or received by Business Associate on behalf of DHS, is destroyed or returned to DHS, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Annex.

**4.2 Termination for Cause.** Upon DHS's knowledge of a material breach by Business Associate, DHS shall either:

- a. Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by DHS;
- b. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
- c. If neither termination nor cure is feasible, DHS shall report the violation to the Secretary.

**4.3 Effect of Termination.**

- a. Except as provided in paragraph (b) of this Section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from DHS, or created or received by Business Associate on behalf of DHS. This provision shall apply to PHI that is in the possession of subbusiness Associates or agents, including subcontractors, of Business Associate. Neither Business Associate nor its agents nor subbusiness Associates including subcontractors, shall retain copies of the PHI.
- b. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall send DHS detailed written notice of the specific reasons why it believes such return or destruction is not feasible and the factual basis for such determination, including the existence of any conditions or circumstances which make such return or disclosure infeasible. If DHS determines, in the exercise of its sole discretion, that the return or destruction of such PHI is not feasible, Business Associate agrees that it will limit its further use or disclosure of PHI only to those purposes DHS may, in the exercise of its sole discretion, deem to be in the public interest or necessary for the protection of such PHI, and will take such additional action as DHS may require for the protection of patient privacy or the safeguarding, security and protection of such PHI.
- c. If neither termination nor cure is feasible, DHS shall report the violation to the Secretary.
- d. Section 4.3 of this Agreement, regarding the effect of termination or expiration, shall survive the termination of this Agreement.

**5. MISCELLANEOUS**

**5.1 Regulatory References.** A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.

**5.2 Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for DHS to comply with the requirements of the Privacy Rule, the Security Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191

***Coastal Regional Commission Area Agency on Aging  
REQUEST FOR PROPOSAL (RFP) Fiscal Years 2014-2015  
RFP#2014-01 GeorgiaCares Program***

- 5.3 **Survival.** The respective rights and obligations of Business Associate under Section 4 of this Agreement shall survive the termination of this Agreement.
- 5.4 **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit DHS to comply with applicable state and federal laws, rules and regulations, and the Privacy and Security Rules, and any rules, regulations, requirements, rulings, interpretations, procedures or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable federal laws, rules and regulations and the laws of the State of Georgia shall supersede the Privacy and Security Rules if, and to the extent that, they impose additional requirements, have requirements that are more stringent than or provide greater protection of patient privacy or the security or safeguarding of PHI than those of HIPAA and its Privacy and Security Rules.
- 5.5 **Scope.** The Parties agree that the terms of this Agreement apply to any relationship or agreement, existing now or arising in the future, between Business Associate and DHS related to use and/or disclosure of PHI.
- 5.6 **Entire Agreement.** This Agreement is the complete and exclusive statement of the understanding of the parties with respect to the subject matter hereof and hereby supersedes any prior written or verbal proposals, agreements, understandings or discussions with respect to same. This Agreement shall not be limited in any way by any provisions in the Contract. This Agreement may not be modified or amended except by written agreement executed by authorized representatives of both parties.
- 5.7 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 5.8 **Severability.** In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
- 5.9 **Choice of Law.** This Agreement shall be governed by the laws of the State of Georgia.
- 5.10 **Full Force and Effect.** All other terms and conditions contained in the Contract and any amendment thereto, not amended by this Annex, shall remain in full force and effect.
- 5.11 **Business Associate Assurances.** The Business Associate agrees that it will comply with all provisions of HIPAA and the federal "Standards for Privacy of Individually Identifiable Health Information" promulgated thereunder at 45 CFR Parts 160 and 164, subparts A and E; and upon the enforcement date as specified by the regulation, the Health Insurance Reform: Security Standards at 45 C.F.R. parts 160, 162 and 164, and that it assures to DHS that it will provide appropriate safeguards of Protected Health Information ("PHI") as an entity that provides functions, activities, or services involving the use of PHI.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_